



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23

April 12, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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April 12, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO EMERGENCY AMBULANCE
TRANSPORTATION SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Chief Operations Officer

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SUBJECT

Request approval of Amendments to extend the term of the Emergency Ambulance Transportation Services Agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendments to the Emergency Ambulance Transportation Services Agreements with the private providers listed in Attachment A, to extend the Agreement term for the period June 1, 2016 through December 31, 2016, for the continued provision of emergency ambulance transportation services, at no monetary cost to the County.

2. Delegate authority to the Director, or his designee, to execute future Amendments to the Emergency Ambulance Transportation Services Agreements to extend the term for up to an additional six months, for a potential term through June 30, 2017, with substantially similar terms and conditions, subject to prior review and approval by County Counsel and notification to the Board and the Chief Executive Office.

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommendations will allow the Director to execute Emergency Ambulance Transportation Services Agreement Amendments, substantially similar to Exhibit I, to extend the term of each Agreement for the period June 1, 2016 through December 31, 2016, with an option to further extend for up to six months through June 30, 2017, for the continued provision of emergency ambulance transportation services within Los Angeles County while the Department of Health Services (DHS) completes a Request for Proposals (RFP) solicitation process.

DHS and impacted County departments have coordinated with the California Emergency Medical Services Authority (EMSA) to develop a superseding Emergency Ambulance Transportation Services Agreement and the solicitation process to obtain such services. Implementation of the Affordable Care Act was taken into consideration in the RFP development. As required by the California Health and Safety Code (H&S) Division 2.5, Section 1797.224, the final RFP draft solicitation was submitted for review and approval to EMSA on September 9, 2015, and subsequently was approved by EMSA on January 21, 2016. DHS then released the approved RFP on February 4, 2016 with proposals originally due by May 4, 2016. The submission deadline was subsequently extended to May 12, 2016 to account for the additional time needed for the written questions to be answered. DHS plans to complete the solicitation process during the recommended extension period and seek Board approval of new Emergency Ambulance Transportation Services Agreements prior to the expiration date of the extended Agreements.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no monetary cost to the County under the Emergency Ambulance Transportation Services Agreements. The County provides certain in-kind services including support services and discounted dispatch services in exchange for the transport of County-Responsible patients. For the transport of all other patients, the providers bill the appropriate responsible party.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a means of satisfying a 1986 ruling by the California Court of Appeals which held the County responsible for the provision of emergency ambulance transportation services to all residents of the County, including persons within incorporated areas, the County's DHS created exclusive operating areas (EOAs) for contract providers, as authorized by H&S Code Division 2.5, Section 1797.224. Pursuant to this H&S Code, a local emergency medical services (EMS) agency may create one or more EOAs in the development of a local plan if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more EOAs in the development of a local plan is required to develop and submit for approval to EMSA, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations.

On March 16, 2006, a Countywide Emergency Ambulance Transportation EOA Program was renewed for emergency ambulance transportation services covering a majority of the 88 incorporated cities within Los Angeles County and all of the County's unincorporated area, following an RFP solicitation process. The County's current Emergency Ambulance Transportation EOA Program includes seven (7) EOAs that cover all of the unincorporated County area and the territories of 59 incorporated cities. The Emergency Ambulance Transportation EOA Program was implemented under Emergency Ambulance Transportation Services Agreements between the County and the current private providers. The private providers exclusively receive 9-1-1 calls for emergency ambulance transportation services in their awarded EOA(s), except in major emergency or disaster situations. This exclusivity does not apply to any Federal, State, or County-operated ambulance vehicles, to a city-operated ambulance vehicle if authorized to transport by an authorized County agency, or to air ambulances if authorized to transport by an authorized County agency or by other lawful authority, all of which may be used within the private providers' EOA(s) to provide emergency ambulance transportation services.

For the remaining 29 incorporated cities in Los Angeles County, the County has contracted directly with the city governments for the provision of emergency ambulance transportation services by these cities within each city's respective jurisdiction. Since these cities have been providing services in the same manner and scope, and without interruption, since January 1, 1981, they are exempt from the competitive process requirement pursuant to H&S Code Section 1797.224.

The Agreements may be terminated for convenience by the County with 365 days' advance written notice.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable. These are extensions of existing agreements that were awarded as a result of an RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that emergency ambulance transportation services will continue without interruption for the residents of Los Angeles County.

The Honorable Board of Supervisors

4/12/2016

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:CC

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Attachment A

Emergency Ambulance Transportation Services

Exclusive Operating Area	Private Provider
1	American Medical Response of Southern California
2	American Medical Response of Southern California
3	Schaefer Ambulance Service, Inc.
4	Westmed Ambulance, Inc. dba McCormick Ambulance
5	American Medical Response of Southern California
6	Care Ambulance Services, Inc.
7	Westmed Ambulance, Inc. dba McCormick Ambulance

Agreement No.: _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Amendment No. _

THIS AMENDMENT is made and entered into this _____ day of
_____, 2016,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

(hereafter "Contractor")

Business Address:

WHEREAS, reference is made to that certain document entitled "Emergency Ambulance Transportation Services," dated March 30, 2006, and further identified as Agreement No. _____, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term for the period June 1, 2016 through December 31, 2016, and to update certain terms and conditions; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 25, Merger, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, Subparagraph A is deleted in its entirety and replaced as follows:

"A. This Agreement shall become effective on May 31, 2006. The County's Director of Health Services (i.e., Director of the Department of Health Services [DHS]), or his/her authorized designee (hereinafter Director) shall provide Contractor with at least ten (10) calendar days prior written notice of such effective date. This Agreement shall continue in full force and effect following its effective date through December 31, 2016."

3. Agreement, Additional Provisions, is modified to add Paragraph 34, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Agreement, Additional Provisions, is modified to add Paragraph 35, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Additional Provisions Paragraph 36 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206."

5. Agreement, Additional Provisions, is modified to add Paragraph 36, Time Off For Voting, as follows:

"38. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

6. Agreement, Additional Provisions, is modified to add Paragraph 37, Survival, as follows:

"39. SURVIVAL: In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Paragraphs shall survive any termination or expiration of this Agreement:

Additional Provisions, Paragraph 9 (Confidentiality)

Additional Provisions, Paragraph 14 (Compliance with Applicable Laws)

Paragraph 6 (Rules and Regulations)

Additional Provisions, Paragraph 23 (Governing Law, Jurisdiction, and Venue)

Paragraph 13 (Indemnification)

Paragraph 14 (General Provisions for all Insurance Coverage)

Paragraph 15 (Insurance Coverage Requirements)

Paragraph 11 (Records)

Paragraph 12 (Audits)

Additional Provisions Paragraph 37 (Survival)"

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Lillian L. Russell, Deputy County Counsel